



# LaserGo, Inc.

## LICENSE AGREEMENT

This is a legal agreement between you, the end user, and LaserGo, Inc. BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE SOFTWARE LICENSE, SOFTWARE DISCLAIMER OF WARRANTY, AND HARDWARE LIMITED WARRANTY (collectively the "Agreement"). THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU AND LASERGO, INC. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT OPEN THE DISK PACKAGE. PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND THE OTHER ITEMS (INCLUDING WRITTEN MATERIALS, BINDERS OR OTHER CONTAINERS, AND HARDWARE, IF ANY) THAT ARE PART OF THIS PRODUCT TO THE PLACE WHERE YOU OBTAINED THEM FOR A FULL REFUND.

### LASERGO SOFTWARE LICENSE

- 1. Grant of License.** LaserGo grants to you the right to use one copy of the enclosed LaserGo software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e., with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer or computer terminal at the same time. LaserGo reserves all rights not expressly granted to LICENSEE.
- 2. Ownership of SOFTWARE.** As the LICENSEE, you own the magnetic or other physical media on which the SOFTWARE is originally or subsequently recorded or fixed, but LaserGo retains title and ownership of the SOFTWARE recorded on the original disk copy(ies) and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original SOFTWARE or any copy.
- 3. Copyright.** The SOFTWARE is owned by LaserGo or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) *except* that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the software.
- 4. Other Restrictions.** You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble the SOFTWARE.
- 5. Termination.** This License is effective until terminated. This License will terminate automatically without notice by LaserGo if you fail to comply with any provision of this License. Upon termination you shall destroy the written materials and all copies of the SOFTWARE, including modified copies, if any.
- 6. Update Policy.** LaserGo may create, from time to time, updated versions of the SOFTWARE. At its option, LaserGo will make such updates available to the LICENSEE and transferees who have paid the update fee and returned the Registration Card to LaserGo.
- 7. Miscellaneous.** This Agreement is governed by the laws of the State of California.

### DISCLAIMER OF WARRANTY AND LIMITED WARRANTY

THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS (INCLUDING INSTRUCTIONS FOR USE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, LASERGO DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. IF THE SOFTWARE OR WRITTEN MATERIALS ARE DEFECTIVE YOU, AND NOT LASERGO OR ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

LaserGo warrants to the original LICENSEE that (a) the disk(s) on which the SOFTWARE is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of the receipt and (b) the hardware accompanying the SOFTWARE is free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery as evidenced by a copy of the receipt. Further, LaserGo hereby limits the duration of any implied warranties on the disk or such hardware to the respective periods stated above. Some states do not allow limitations of duration of an implied warranty, so the above limitation may not apply to you.

LaserGo's entire liability and your exclusive remedy as to the disk(s) or hardware shall be, at LaserGo's option, either (a) return of the purchase price or (b) replacement of the disk or hardware that does not meet LaserGo's Limited Warranty and which is returned to LaserGo with a copy of the receipt. If failure of the disk or hardware has resulted from accident, abuse, or misapplication, LaserGo shall have no responsibility to replace the disk or hardware or refund the purchase price. Any replacement disk or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT ARE MADE BY LASERGO ON THIS LASERGO PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LASERGO, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

NEITHER LASERGO NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT EVEN IF LASERGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Disclaimer of Warranty and Limited Warranty is governed by the laws of the State of California.

### U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (b)(3)(ii) of The Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is LaserGo, Inc., 9369 Carroll Park Drive Suite A, San Diego, CA 92121.

Should you have any questions concerning this Agreement, or if you desire to contact LaserGo for any reason, please contact in writing: LaserGo Customer Sales and Service, 9369 Carroll Park Drive, Suite A, San Diego, CA 92121.

